

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 2-19-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and American Underwater Contractors, Inc. for the Emergency repair of channel marker #33 Cow Key Channel.

ITEM BACKGROUND: This County owned Aid to Navigation was broken off at the waterline and needed to be repaired immediately. Two quotes received, American Underwater Contractors, Inc.-\$1,875.00, and Spirit Marine Towing & Assistance-\$2,500.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$1,875.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL: _____

Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 219

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: American Underwater Contractors, Inc. Contract # _____
 Effective Date: _____

Expiration Date: 2-28-03

Contract Purpose/Description:

Emergency repair of channel marker #33 Cow Key Channel.

Contract Manager: Kim McGee 3911 Marine Resources-Marine
 (Name) (Ext.) (Department/Stop #)
 Projects Section #9

for BOCC meeting on 2-5-03

Agenda Deadline: 2-19-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,875.00 Current Year Portion: \$ 1,875.00

Budgeted? Yes ☒ No ☐ Account Codes: 157- 62601 - 530 - 340

Grant: \$ 1,875.00 (BIF)

County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr
 (Not included in dollar value above)

For: _____
 (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/7/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/7/03</u>
Risk Management	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/4/03</u>
O.M.B./Purchasing	<u>2/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/4/03</u>
County Attorney	<u>1/31/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-31-03</u>

Comments: _____

AMERICAN UNDERWATER CONTRACTORS, INC.

102 SUN FISH LANE JUPITER, FL 33477
PH: 561-575-5538 FAX: 561-575-4651
Email: AUCfooster@aol.com

January 8, 2003

Mrs. Kim McGee
Marine Projects Coordinator
Monroe County Marine Resources
5503 College Road
Room 2024, Dept of Juvenile Justice Bldg.
Key West, FL 33040

Ph: 305-295-3911
Fx: 305-295-3917

RE: Emergency Pile for Cow Key Channel

Dear Kim:

As per our conversation, American Underwater Contractors, Inc. can install the emergency piling at Cow Key Channel, meeting all Monroe County specifications, for a lump sum price of \$1,875.00 (One thousand, eight-hundred and seventy-five dollars). The piling can be installed next week but we will need to know by noon on Friday, January 10th if you want us to proceed. This is so we can have this extra piling on site.

I look forward to hearing from you.

Best Regards,



David Foster
President,
American Underwater Contractors, Inc.

24 Hr.
Service

SPIRIT



MARINE TOWING & ASSISTANCE

VHF
Ch. 16

Our Experience will save you Time and Money

Jan 8, 2003

Kim McGee
Marine Projects Coordinator

At fax #: 295-3917

PROPOSAL

Spirit Marine proposes to do the following work: Replace day marker #33, Cow Key Channel, which has been broken. Work will be performed immediately and includes recovery of the broken piling. Spirit will provide all materials except signage.

All work will be performed in a professional manner and to the standards of Monroe County.

COST: \$2,500.00

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **American Underwater Contractors, Inc.** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish the piling and hardware for the Emergency repair of the following channel marker Cow Key Channel #33, Monroe County as specified by Exhibit A.
2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by February 28, 2003.
3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project. The Contractor understands both the intent and the requirements of the Specifications attached as Exhibit A & B.
4. The Board shall pay the Contractor the total sum of \$1,875.00 for the work listed in Exhibit A of this Contract. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.
5. Exhibit A, Specifications and Insurance Requirements together with this Agreement form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8 . The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General

Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception of the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt

of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

15. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the day and year first written above.

(SEAL) BOARD OF COUNTY COMMISSIONERS
Attest: DANNY L. KOLHAGE, CLERK OF MONROE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mayor/Chairman

Witness: _____

Witness: _____

Business Name: AMERICAN UNDERWATER CONTRS. INC.

By: _____

Title: PRESIDENT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: _____
ROBERT N. WOLFE
DATE 1-31-03

County of Monroe

Department of Marine Resources

2798 Overseas Highway, Suite 420

Marathon, Florida 33050

Phone: (305) 289-2805

FAX: (305) 289-2536



Board of County Commissioners

Mayor Dixie Spehar, Dist. 1

Mayor Pro Tem Murray Nelson, Dist. 5

Comm. Charles "Sonny" McCoy, Dist. 3

Comm. George Neugent, Dist. 2

Comm. David Rice, Dist. 4

December 16, 2002

To: Kim McGee, Marine Projects Coordinator

From: Richard Jones, Marine Resources Planner

Cow Key Channel DBN 33 was reported knocked down on December 28th. I made a site visit and confirmed that the marker has been destroyed and is missing. Please send out the attached Scope of Work for an emergency installation. I will provide the signage to help expedite the installation.

Scope of Work For
Cow Key Channel DBN 33

Cow Key Channel DBN 33 has been broken at the sediment line. The broken piling has washed up on the beach adjacent to the marker location. The contractor needs to dispose of the broken piling, install a new 12" pile and hang two 3'x3' signs (at 90° angles). The contractor shall provide the piling and all hardware. The County will provide the signs and piling cap. The installation shall be performed in accordance with Monroe County Marking Specifications. The contractor shall coordinate the installation with the Monroe County Marine Resources Planner.

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Cow Key Ch

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Shoal

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■16/15

replace signs
on DBN 15

■13

■11

1A

3A

Key West